

RESTRICTIVE COVENANTS

The undersigned, Kelly P. Ryan and Georgia Mardella Ryan, being the owners of "66" Heights Addition to the City of Blair, Washington County, Nebraska, which is the following described real estate, to-wit:

Lots One (1) through Seventy-nine (79) inclusive, in "66" Heights Addition,

do hereby declare that all lots contained in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. All construction and building within said Addition shall be in compliance with the building and zoning restrictions of the City of Blair, Nebraska.
2. The lots in said Addition will be used only for residential purposes. No building shall be located on any lot nearer than twenty (20) feet to the front lot line or five (5) feet from any side lot line, except that on corner lots no building shall be located closer than eight (8) feet to the side street lot line, unless otherwise required by Blair City Zoning Ordinances.
3. No offensive trade or business activity shall be carried on upon any premises which shall be an annoyance or nuisance to the neighborhood.
4. Plans and specifications for any dwelling to be constructed on any lot in this Addition for a period of three (3) years from the date hereof shall be first approved by the undersigned.
5. Until a driveway is constructed to any lot where a house is being built, the owner or builder shall be responsible for any damage that may be caused to the sidewalks by trucks and other equipment, and shall use all means to avoid damage, and the owner of any lot, or builder shall be required to use two (2) inch thick planking laid perpendicular to the travel path of the vehicle on

OTZ

not less than ten (10) inch wide timbers, not less than twelve (12) feet long, or any other equivalent, or better matting protection. Any damage to sidewalks shall be replaced to pre-existing conditions within ten (10) days of such occurrence by said owner or else the developer, upon written notice to the lot owner affected, may repair the damage and charge the lot owner for the cost of the repair.

6. No livestock or poultry, except household pets which are not kept for commercial purposes, shall be kept on the premises.

7. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all front, side and rear lot lines, *and along public thoroughfare lines* for installation and maintenance of electric, utility, telephone and gas lines. Any such installation shall be completed within a reasonable time and all landscaped areas shall be restored within one week's time to pre-existing conditions unless delay is required by the season of the year. Where trees were planted for landscaping purposes at the time of recording these covenants, an additional five (5) foot easement may be used for a total of ten (10) feet for utility installations and for maintenance in order to minimize damage to such trees. No permanent buildings or new trees shall be placed in or on said easements or on any other easements in force in said Addition, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restrictions against building upon such utilities easement where an owner owns part of a lot, or one lot and a portion or all of another contiguous lot, shall not be effective as to the original interior lot line within such a building plot. All side lot line easements will be granted for the sole purpose of providing an area for the installation and maintenance of utilities. After

all utilities have been installed in the vicinity of each lot, all remaining unused side and rear lot easements shall automatically terminate and become void.

8. For the purpose of rain water and surface water runoff, there are hereby dedicated five (5) foot wide strips adjacent to the rear lot lines of Lots One (1) through Eleven (11) inclusive, Thirteen (13) through Fifteen (15) inclusive, Eighteen (18) through Thirty-five (35) inclusive, Thirty-seven (37), Thirty-eight (38), Forty (40), ~~41~~ Forty-two (42) through Fifty (50) inclusive, Fifty-four (54) through Sixty-three (63) inclusive, and Seventy-seven (77), and also five (5) foot wide strips adjacent to side lot lines of Lots Thirty-seven (37), Thirty-eight (38), Sixty-nine (69) and Seventy (70) where these lots have a common lot line, and Lots Seventy-six (76) and Seventy-nine (79) where said lots have a common lot line. These five (5) foot wide easements are dedicated solely for the purpose of rain water and surface water runoff from adjacent lots, and not from any streets, and each lot owner shall be responsible to maintain such drainage easements unobstructed and shall not change the elevations of such easements as to obstruct or entrap the natural flow of water from an adjacent lot. The easement on Lot Thirty-eight (38) is described as follows: "Beginning on the northwest corner of said Lot thence 111.45 feet East along the North lot line, thence Southwesterly to a point on the West lot line 47 feet South of the northwest corner, thence 47 feet North to the point of beginning".

9. For the purpose of rain water and surface water runoff from adjacent streets as well as adjacent lots, seven and one-half ($7\frac{1}{2}$) foot wide strips are dedicated on either side of and adjacent to each side lot line of Lots Fifty (50) and Fifty-one (51) on the side where said lots have a common boundary, and a seven and one-half ($7\frac{1}{2}$) foot wide strip on either side of and adjacent to the

rear lot line of Lots Fifty-one (51), Fifty-two (52) and Fifty-three (53). Also the entire width of all out-lots shall be available for rain water and surface water runoff from adjacent streets and adjacent lots while such out-lots are unplatted lots, and a ten (10) foot wide strip on Lot Thirty-eight (38) described as follows: "Beginning on the South lot line at a point 177 feet West of the southeast corner, thence Northeasterly on course 'A' to the northwesterly lot line at a point 127 feet Northwesterly from the southeast corner of said Lot 38, thence Northwesterly along the northeasterly lot line to a line which is located 10 feet westerly measured at right angles and is parallel to course 'A', thence Southwesterly to the South lot line at a distance 10 feet from and parallel to course 'A', thence East along the South lot line to the point of beginning". It shall be the obligation of the owners of the lots on which the above described rain water and surface water runoff easements are located to keep such easements unobstructed to permit unimpeded flow, and no change of elevations will be permitted on such easements which would entrap the water upstream.

12. These covenants, restrictions and conditions shall run with the land and continue until ^{Nov 28} October 8, 1995, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part, except that the provisions of paragraph 9 hereof shall not be changed in any event.

371

Recorded
General
Numerical
Photostat

State of Nebraska } SS 1232
County of Washington }
Entered in Numerical Index and filed for record
this 23 day of December
A. D. 1970 at 1:35 o'clock P. M.
and recorded in book 77 at page 371-374
Quill & Coulson
County Clerk

RESTRICTIVE COVENANTS

Deputy

The undersigned, Kelly P. Ryan and Georgia

Mardelle Ryan, being the owners of "66" Heights Addition
to the City of Blair, Washington County, Nebraska, which
is the following described real estate, to-wit:

Lots One (1) through Seventy-nine (79) inclusive
in "66" Heights Addition,

do hereby declare that all lots contained in such addition
are and shall henceforth be owned, held, used and conveyed
subject to the following conditions, restrictions and
covenants:

1. All construction and building within said Addition
shall be in compliance with the building and zoning restric-
tions of the City of Blair, Nebraska.

2. Plans and specifications for any dwelling to be
constructed on any lot in this Addition for a period of
three (3) years from the date hereof shall be first approved
by the undersigned.

3. Until a driveway is constructed to any lot where a
house is being built, the owner or builder shall be respon-
sible for any damage that may be caused to the sidewalks by
trucks and other equipment, and shall use all means to avoid

371

damage, and the owner of any lot, or builder shall be required to use two (2) inch thick planking laid perpendicular to the travel path of the vehicle on not less than ten (10) inch wide timbers, not less than twelve (12) feet long, or any other equivalent, or better matting protection. Any damage to sidewalks shall be replaced to pre-existing conditions within the (10) days of such occurrence by said owner or else the developer, upon written notice to the lot owner affected, may repair the damage and charge the lot owner for the cost of the repair.

4. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all front lot lines, and along public thoroughfare lines for installation and maintenance of electric, utility, telephone and gas lines.

5. For the purpose of rain water and surface water runoff, there are hereby easements five (5) foot wide strips adjacent to the rear lot lines of Lots One (1) through Eleven (11) inclusive, Thirteen (13) through Fifteen (15) inclusive, Eighteen (18) through Thirty-five (35) inclusive, Thirty-seven (37), Thirty-eight (38), Forty (40), Forty-two (42) through Fifty (50) inclusive, Fifty-four (54) through Sixty-three (63) inclusive, and Seventy-seven (77), and also five (5) foot wide strips adjacent to side lot lines of Lots Thirty-seven (37), Thirty-eight (38), Sixty-nine (69) and Seventy (70) where these lots have a common lot line, and Lots Seventy-six (76) and Seventy-nine (79) where said lots have a common lot line. These five (5) foot wide easements are solely for the purpose of rain water and surface water runoff from adjacent lots, and not from any streets, and each lot owner shall be responsible to maintain such drainage easements unobstructed and shall not change the elevations of such easements as to obstruct or entrap the natural flow of water from an adjacent lot. The easement on Lot Thirty-eight (38) is described as follows: "Beginning on the northwest

corner of said Lot thence 111.45 feet East along the North lot line, thence Southwesterly to a point on the West lot line 47 feet South of the northwest corner, thence 47 feet North to the point of beginning."

6. For the purpose of rain water and surface water runoff from adjacent streets as well as adjacent lots, seven and one-half ($7\frac{1}{2}$) foot wide strips are easements on either side of and adjacent to each side lot line of Lots Fifty (50) and Fifty-one (51) on the side where said lots have a common boundary, and a seven and one-half ($7\frac{1}{2}$) foot wide strip on either side of and adjacent to the rear lot line of Lots Fifty-one (51), Fifty-two (52) and Fifty-three (53). Also the entire width of all out-lots shall be available for rain water and surface water runoff from adjacent streets and adjacent lots while such out-lots are unplatted lots, and a ten (10) foot wide strip on Lot Thirty-eight (38) described as follows: "Beginning on the South lot line at a point 177 feet West of the southeast corner, thence Northeasterly on course 'A' to the northwesterly lot line at a point 127 feet Northwesterly from the southeast corner of said Lot 38, thence Northwesterly along the northeasterly lot line to a line which is located 10 feet westerly measured at right angles and is parallel to course 'A', thence Southwesterly to the South lot line at a distance 10 feet from and parallel to course 'A', thence East along the South lot line to the point of beginning." It shall be the obligation of the owners of the lots on which the above described rain water and surface water runoff easements are located to keep such easements unobstructed to permit unimpeded flow, and no change of elevations will be permitted on such easements which would entrap the water upstream.

7. These covenants, restrictions and conditions shall run with the land and continue until November 28, 1995, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a

majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or part, except that the provisions of paragraph 6 hereof shall not be changed in any event.

8. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such Addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

9. If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Signed this 28th day of November, 1970,

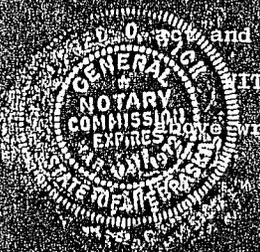
Kelly P. Ryan
Kelly P. Ryan

Georgia Mardelle Ryan
Georgia Mardelle Ryan

STATE OF NEBRASKA }
WASHINGTON COUNTY } :ss:

On this 28th day of November, 1970, before the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Kelly P. Ryan and Georgia Mardelle Ryan, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Alfred D. Sick
General Notary Public

My commission expires March 14, 1972.